IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

Althea Janice Brown, Plaintiff, vs. Equifax Information Services, LLC, Serve Registered Agent at: CSC – Lawyers Incorporating Service Company 221 Bolivar Street Jefferson City, MO 65101 Defendant.	))))))))))))))	Case No. 4:17-cv-00815

COMPLAINT FOR DAMAGES

COMES NOW Althea Janice Brown, by and through her attorneys at The Law Offices of Tracy L. Robinson, LC, who, pursuant to 15 U.S.C. § 1681, *et seq*., in her Complaint for Damages states and alleges to the Court as follows:

INTRODUCTION

This is an action for damages brought by individual consumer Althea Janice Brown against Equifax Information Services, LLC for violations of the Fair Credit Reporting Act (hereafter "FCRA"), 15 U.S.C. §§1681, *et seq*, as amended.

JURISDICTION AND VENUE

1. Jurisdiction over this proceeding arises from 15 U.S.C. § 1681 and generally under 28 U.S.C. § 1331.

2. Venue in this Court is proper in that Defendant transacts business in the state of Missouri and Missouri is where the injuries occurred.

PARTIES AND SERVICE

3. Althea Janice Brown (hereafter "**Plaintiff**"), is a natural person who resides in the State of Missouri.

4. Defendant Equifax Information Services, LLC, hereafter ("**Defendant**"), is a business entity that regularly conducts business in Missouri, and may be served through its Registered Agent, CSC – Lawyers Incorporating Service Company, at 221 Bolivar Street, Jefferson City, MO 65101.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

5. On April 4, 2012, Plaintiff filed a Chapter 13 Bankruptcy in the Western District of Missouri as Case No. 12-41308-drd13.

6. The Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors & Deadlines was entered on April 5, 2012, showing Nationstar Mortgage ("Nationstar") was sent notice of Plaintiff's bankruptcy.

7. The BNC Certificate of Mailing of the Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors & Deadlines is attached as Exhibit A.

8. Plaintiff had a mortgage on her residence with Nationstar where Plaintiff made her post-petition payments to Nationstar through her Chapter 13 Plan.

9. The mortgage debt owed to Nationstar was excepted from Plaintiff's discharge.

10. The pertinent page of Plaintiff's Chapter 13 Plan is attached as Exhibit B.

11. Plaintiff received her discharge on March 4, 2016.

12. The Notice of Discharge of Debtor After Completion of Chapter 13 Plan was entered on March 6, 2016, showing Nationstar was sent notice of Plaintiff's discharge.

13. The BNC Certificate of Mailing of the Notice of Discharge of Debtor After Completion of Chapter 13 Plan is attached as Exhibit C.

14. On or about June 12, 2017, Plaintiff requested and reviewed her credit reports from Defendant, Experian and Trans Union.

15. Plaintiff became aware that Nationstar was misreporting information on her Equifax credit report.

16. Nationstar was reporting incorrectly that the debt owed was discharged with a $0 balance and no current payment history.

17. However, Plaintiff excepted the mortgage debt owed to Nationstar from her Chapter 13 discharge.

18. The pertinent page of Plaintiff's incorrect Equifax credit report is attached as Exhibit D.

19. On June 13, 2017, Plaintiff sent a Dispute to Defendant disputing Nationstar's incorrect reporting in accordance with 15 U.S.C. § 1681i.

20. A copy of Plaintiff's dispute letter is attached as Exhibit E.

21. Defendant failed to send a Consumer Dispute Verification to Nationstar as required by 15 U.S.C. § 1681i, and the incorrect reporting remains.

22. The pertinent page of Plaintiff's incorrect Equifax credit report is attached as Exhibit F.

23. Defendant's failure to conduct a reasonable reinvestigation of Plaintiff's account was a substantial factor causing Plaintiff reduced credit scores, emotional distress, frustration, missed time from work in order to tend to this matter, missed personal time in order to tend to

this matter, vehicle operating costs for miles driving in order to tend to this matter, inconvenience and the hindrance to her fresh start entitled under the Bankruptcy Code.

24. The inaccurate information negatively reflects upon Plaintiff, Plaintiff's credit repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

COUNT I
DEFENDANT EQUIFAX
VIOLATIONS OF THE FCRA

25. Plaintiff repeats, realleges, and incorporates by reference each and every prior paragraph in this Complaint.

26. Defendant is a "consumer reporting agency" as that term is defined by 15 U.S.C. §1681a(f).

27. The above-mentioned credit reports were "consumer reports" as that term is defined by 15 U.S.C. §1681a(d).

28. Pursuant to 15 U.S.C. §1681n and §1681o, Defendant Equifax is liable to Plaintiff for engaging in the following conduct:

a. Willfully and negligently failing to conduct a proper and reasonable reinvestigation concerning the inaccurate information after receiving notice of the dispute from Plaintiff in violation of 15 U.S.C. §1681i(a);

b. Willfully and negligently failing to provide prompt notice of the inaccurate information and Plaintiff's dispute to Nationstar, in violation of 15 U.S.C. §1681i(a);

c. Willfully and negligently failing to provide all relevant information provided by Plaintiff regarding the dispute of the inaccurate information to

Nationstar, in violation of 15 U.S.C. §1681i(a);

d. Willfully and negligently failing to review and consider all relevant information submitted by Plaintiff concerning the dispute of the inaccurate information, in violation of 15 U.S.C. §1681i(a);

e. Willfully and negligently failing to timely and properly investigate the inaccurate information after receiving notice of the dispute from Plaintiff; and

f. Willfully and negligently failing to employ and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, information and file, in violation of 15 U.S.C. §1681e(b).

29. Defendant Equifax's conduct was a direct and proximate cause, as well as a substantial factor, in bringing about the actual damages and harm to Plaintiff that are outlined more fully above, and as a result, Defendant Equifax is liable to Plaintiff for the full amount of statutory, actual and punitive damages, along with attorney's fees and costs of litigation.

WHEREFORE, Plaintiff prays judgment in her favor for damages as provided by the FCRA in such amount as fair and reasonable, for her actual damages incurred, for the imposition of punitive damages against Defendant Equifax in such sum as will deter Equifax Information Services, LLC and others in the future from similar conduct and for such other relief the Court deems just and reasonable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Althea Janice Brown respectfully requests this Court award the following:

a. Actual Damages;

b. Statutory Damages for each violation of the FCRA;

c. Punitive Damages;

d. Costs and reasonable attorney's fees pursuant to the FCRA;

e. Correction of all misreported information on Plaintiff's Equifax credit report; and

f. For such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Please take notice that Plaintiff demands a trial by jury in this action.

Respectfully submitted,

/s/ Chelsea S. Springer
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